

**FARMER CITY, IL 61842**

**REGULAR CITY COUNCIL MEETING  
FARMER CITY, ILLINOIS  
MONDAY, JUNE 17, 2019  
6:00 P.M.  
AGENDA**

**PRELIMINARY MATTERS**

1. Call to order
2. Roll call
3. Pledge of allegiance to the flag
4. Proclamations/presentations/recognitions
5. Public Comment –

**SECTION I        CONSENT AGENDA**

The following items will be adopted on a single motion without discussion unless a council member requests separate consideration:

- A. Approval of the minutes of the June 03, 2019 council minutes
- B. Fund Warrant List

**SECTION II:       UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.**

- A. **ORDINANCE 2019-1034** An Ordinance Authorizing the City Council to Amend an Agreement with Area Disposal for Residential Refuse and Recycling Services.

**SECTION III:      NEW BUSINESS--Ordinances and resolutions for initial consideration**

- A. Approval of payout #1 of \$132,326.06 to Schomburg & Schomburg Construction for I74 water and wastewater improvements.
- B. **Resolution 2019-34** Resolution Authorizing the Expenditure of Funds for Fireworks

**SECTION IV:      EXECUTIVE SESSION**

**SECTION V:       OTHER ITEMS**

1. City manager report
2. Non-agenda items and other business

**ADJOURNMENT**

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the city clerk's office at (309) 928-2842, 48 hours before the meeting. Staff will be pleased to make the necessary arrangements.

**MINUTES OF THE FARMER CITY, ILLINOIS  
CITY COUNCIL  
REGULAR MEETING OF  
June 03, 2019 6 p.m.**

**Roll call** Present: Councilmembers Willard McKinley, Scott Kelley, Benjamin Burden, Shelley Friedrich and Mayor Scott Testory.  
Also, in attendance: City Manager Sue McLaughlin, City Attorney Joe Chamley, City Clerk Angie Wanserski

**Pledge of allegiance to the flag**

**Proclamations/presentations** Librarian Amy Johnson relayed annual library data she had compiled for her yearly report. She revealed that there will be computer upgrades coming soon. Grants received for this year was \$7595. This Friday is the kickoff of the summer reading program that will continue through August 9<sup>th</sup>. There are more programs coming up that will be announced on Facebook. Also, the library will be hosting a film for the public on Saturday, June 22<sup>nd</sup>.

**Public Comment**

**SECTION I: CONSENT AGENDA**

- A. Approval of the minutes of the May 20, 2019 council meeting
  - B. Fund Warrant List
- MOTION** by McKinley to approve consent agenda. Seconded by Kelley. Approved unanimously. Motion carried.

**SECTION II: UNFINISHED BUSINESS** Ordinances or resolutions previously tabled

**SECTION III: NEW BUSINESS** – Ordinances and resolutions for initial consideration

1. **Ordinance 2019-1034 An Ordinance Authorizing the City Council to Amend an Agreement with Area Disposal for Residential Refuse and Recycling Services.**

City Manager Sue McLaughlin explained that Area Disposal has pointed out a disparity in performance bond coverage requirements compared to other municipalities. They have asked Farmer City to amend the current contract to require a lower amount therefore saving them money. Mayor Testory would like CM McLaughlin to inquire if Area would be willing to pass part of the savings back to Farmer City.

**MOTION** This item has been laid over until June 17, 2019.

2. Approval to waive the bidding process and hire Aqua-Aerobic Systems for \$171,920 for tertiary filter work.

This project would replace one filter, not both, at the wastewater treatment plant. There may be additional costs with replacing the sand. CM McLaughlin is asking to waive the bidding process and allow Aqua-Aerobic Systems to do the work as the current set up is their proprietary system and they would provide the best cost and service.

**MOTION** by McKinley to approve to waive the bidding process and hire Aqua-Aerobic systems for \$171, 920 for tertiary filter work. Seconded by Friedrich. Approved unanimously. Motion carried.

**SECTION IV: EXECUTIVE SESSION – Personnel to discuss appointment, employment, compensation, discipline and/or performance of specific employee (s) pursuant to Section 2 (c) of the Open Meetings Act 5ILCS 120/2 (c) (1)**

**MOTION** by McKinley to close open session and go into executive session. Seconded by Kelley. Voted unanimously. Motion carried

**MOTION** by McKinley to close executive session and return to open session. Seconded by Kelley. Voted unanimously. Motion carried.

**1. Resolution 2019-33 Resolution Authorizing Execution of an Employment Agreement with City Manager.**

**MOTION** by McKinley to approve Resolution 2019-33 Resolution Authorizing Execution of an Employment Agreement with City Manager. Seconded by Friedrich. Voted unanimously. Motion carried.

**SECTION IV: OTHER ITEMS**

**1. City manager report**

City manager Sue McLaughlin stated that the pool is not yet open. The chlorinator is working but slow. She is hoping for opening day on Wednesday. She has sent letters to John St in anticipation of upcoming work. The sidewalk on Water/Washington is being installed. Construction on Maple/Western is slated to start when Water St is done. The tree trimming along Richardson is done. The water extension for the I-74 project is proceeding down Richardson St and is already by the salt dome. The electric for I74 is to start next week and will begin at the power plant. The city is on track to receive the pool permit in July in order to upgrade it starting at the end of August. Regarding the recent water issues, there were stripped bolts on the valve at the water tower and no restrictor valve. It was discussed to add a secondary water source to future capital planning.

**2. Non-agenda items and other business.**

Councilman Scott Kelley stated he is still looking for volunteers or anyone needing community services hours to help at South Park. He also stated the bike track would appreciate help also.

**ADJOURNMENT**

**MOTION** by McKinley to adjourn meeting. Seconded by Kelley. Voted unanimously. Motion carried.

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Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	
<b>100</b>		
EVANS FROELICH BETH AND	787.50	LEGAL ADM
Maxwell Counters	1,908.38	ADM -COUNCIL MEET TABLE
PRESTO X PEST CONTROL	43.00	ADM - PEST CONTROL
SPRINT	23.62	ADM - TELEPHONE
FRONTIER	246.81	ADM
Absopure Water Co	18.80	ADM - DRINKING WATER
CORNEGLIO AG	2.89	ADM SUPPLIES
EVANS FROELICH BETH AND	770.00	LEGAL -LEGIS
CLASPILL AUTOMOTIVE	76.98	POLICE OIIL/FILTER SERVICE BROWNS
CLASPILL AUTOMOTIVE	76.98	POL OI/FILTER SERVICE BALLARDS
CLASPILL AUTOMOTIVE	47.88	POL OI/FILTER SERVICE CROWN VIC
SPRINT	177.61	POL TELEPHONE
FRONTIER	539.05	POL PHONE
NASRO	40.00	ANNUAL MEMBERSHIP
Advanced Digital Solutions	57.28	POLICE COPIER SERVICE CONTRACT
FUNDI LAWN CARE	90.00	STREET MOWING
FUNDI LAWN CARE	1,750.00	CEMETERY MOWING
SPRINT	134.66	ST - TELEPHONE
FRONTIER	86.77	STREET INTERNET
APWA	202.00	MEMBERSHIP
HEARTLAND AG INC	155.50	WEED SPRAY
ROGERS CLINTON READI MIX	172.00	GREEN ST CATCH BASIN
CORNEGLIO AG	195.18	STREET SUPPLIES
FUNDI LAWN CARE	2,425.00	MOWING PARK
FRONTIER	181.56	POOL PHONE & WIFI
CORNEGLIO AG	19.58	POOL SUPPLIES
Spear Corporation	31.00	POOL - MAINT SUPPLIES
Total 100:	10,260.03	
<b>170</b>		
SCHOMBURG & SCHOMBURG	585,662.34	I-74 WATER WASTE WATER IMPROVEMENTS
Total 170:	585,662.34	
<b>270</b>		
MAURER-STUTZ	823.75	MAPLE ST ROADWAY IMPROVEMENTS
MAURER-STUTZ	19,738.00	WATER ST CONSTRUCTION ENGINEERING
MAURER-STUTZ	2,624.00	MAPLE ST ROADWAY IMPROVEMENTS
FUNDI LAWN CARE	600.00	TIF MOWING
Total 270:	23,785.75	
<b>490</b>		
AREA DISPOSAL	11,778.39	RESIDENTIAL TRASH SERVICE
Total 490:	11,778.39	
<b>510</b>		
NAPA	3.49	WATER CARB CLEARNER
Illinois Rural Water Association	432.50	MEMBERSHIP
NICOR Gas	33.27	WATER GAS
USA BLUEBOOK	87.01	WATER SUPPLIES
WATER SOLUTIONS UNLIMITED	1,525.00	WATER CHEM SUPPLIES
CORNEGLIO AG	32.93	WATER SUPPLIES
CORNEGLIO AG	20.78	SEWER SUPPLIES

Vendor Name	Net Invoice Amount	
Total 510:	2,134.98	
<b>520</b>		
WATER SOLUTIONS UNLIMITED	1,902.25	SEWER CHEMICALS
FUNDI LAWN CARE	1,700.00	SEWER MOWING
Total 520:	3,602.25	
<b>530</b>		
Walker Tire Service	194.50	ELEC TRENCHER REPAIR
CHEMSEARCH	627.96	SUPPLIES FOR COOLING TOWER
Office Machine Repair	10.00	ELE - COPY MACHINE RENTAL
SPRINT	97.93	ELE - TELEPHONE
FRONTIER	160.55	ELEC PHONE
NICOR Gas	598.70	ELE - UTILITIES WAREHOUSE
NICOR Gas	91.70	ELEC 300 N WEST ST
IMEA	99,550.98	ELEC GENERATION
Brownstown Electric Supply Inc	155.00	ELE -SUPPLIES REPLACEMENT LAMPS MAIN ST
Brownstown Electric Supply Inc	2,170.00	ELE -SUPPLIES REPLACEMENT LAMPS MAIN ST
TEPPER ELECTRIC SUPPLY C	157.37	ELE- SYSTEM MAINT
NAPA	9.99	ELEC RT ELBOW PAD
NAPA	15.99	ELEC TRAILER WIRE
CORNEGLIO AG	46.71	ELEC SUPPLIES
Total 530:	103,887.38	
Grand Totals:	741,111.12	



CITY OF FARMER CITY, ILLINOIS

105 South Main Street  
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

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MEMO

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Date: June 3, 2019

To: City Council

From: Sue McLaughlin, ICMA-CM  
City Manager

RE: Garbage Ordinance amendment - Bonds

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Area Disposal brought to my attention the disparity between our coverage amount required and what other municipalities require. I have attached a spreadsheet which lists other entities, the bond amount required and the cost of the premium.

The Performance Bond is in place to protect the City in case Area fails to do their duty under the contract. In the decades that Area has been in business, they have never failed to do their duty and no customers have ever had to pull the Performance Bond. However, we need it in place to cover the cost to provide garbage service if Area fails.

As you can see on the attached spreadsheet, even Danville and Springfield Illinois only require \$50,000 at most. The template for our garbage contract was provided by a Chicago suburb, which had much higher cost requirements. Therefore, since we are a much smaller municipality, I recommend reducing the requirement Performance Bond amount from \$250,000 to \$25,000.

**ORDINANCE 1034**

**AN ORDINANCE AUTHORIZING THE CITY COUNCIL TO AMEND AN AGREEMENT WITH AREA DISPOSAL FOR RESIDENTIAL REFUSE AND RECYCLING SERVICES**

**WHEREAS;** the City of Farmer City is a municipality in accordance with the constitution of the State of Illinois of 1970; and

**WHEREAS;** the City of Farmer City has the authority to enact ordinances granting authorization to enter into contracts; and

**WHEREAS;** the City of Farmer City desires to amend the agreement between Area Disposal and the City to address a reduction in the required Performance Bond;

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Farmer City, DeWitt County, Illinois that:

The City Council of the City of Farmer City hereby authorizes the City Manager to execute an amendment to the contract with Area Disposal to provide residential refuse, recycling, yard waste and bulk waste pick up services, per the attached.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY,  
DEWITT COUNTY, ILLINOIS THIS \_\_\_\_ DAY OF \_\_\_\_\_.

AYES: \_\_\_\_ NAYES: \_\_\_\_ ABSTAIN: \_\_\_\_ ABSENT: \_\_\_\_

\_\_\_\_\_  
Scott Testory, Mayor

\_\_\_\_\_  
Angie Wanserski, City Clerk

facilities, and summaries of any problems encountered with program implementation.

- (4) Yard Waste: A report on the status of the yard waste collection program, including the volume of yard waste collection (separated into amounts of leaves and grass) and deposited at each yard waste processing facility, and summaries of problems encountered with program implementation.

12.2 Contractor shall maintain an office equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service for Farmer City residents wishing to request service, or file complaints by telephone or in person, Monday through Friday (except holidays) from 8:30 a.m. until 4:30 p.m. Every complaint shall be given prompt, courteous attention. In the case of alleged missed collections, Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received. Contractor shall notify the City of any complaints received and corrective actions taken on a monthly basis.

12.3 Contractor shall provide a point of contact to the City to handle any issues relative to the franchise contract as well as any complaints received by the City regarding the refuse, recycling and yard waste collection services provided by Contractor. Contractor shall also provide contact information for after-hours emergencies.

#### **ARTICLE 13: PERFORMANCE BOND**

Contractor shall furnish an acceptable Performance Bond not later than ten (10) working days following the execution of this Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the penal sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars, subject to annual renewal by Continuation Certificate, and subject to thirty (30) days written notice by certified mail to the City by the surety company of any decision not to issue a Continuation Certificate. Said bond shall indemnify the City against any loss resulting from any breach or failure of performance by Contractor.

#### **ARTICLE 14: CHANGE IN SERVICE**

If the City should wish to change the type or scope of service provided during the term of this Agreement, the City shall have the option to initiate the change in service by notifying Contractor in writing at least thirty (30) days prior to when a proposed change in service would begin. The City and Contractor shall agree to negotiate the terms and price of such a change in service after proper notice has been given. In the event that the City and Contractor are unable to agree to alternate terms, this Agreement shall remain in force or be terminated, in accordance with the provisions of this Agreement.



SECOND AMENDMENT  
TO WASTE COLLECTION AGREEMENT

THIS SECOND AMENDMENT TO WASTE COLLECTION AGREEMENT, (this "Second Amendment") is made as of the 3rd day of June, 2019, but actually executed by each of the parties on the dates set forth below, by and between the City of Farmer City, Illinois, an Illinois municipal corporation (the "City"), and Area Disposal Service, Inc., an Illinois corporation (the "Contractor"), with respect to that certain Waste Collection Agreement dated as of December 1, 2017 (the "Agreement"), by and between the City and the Contractor. Except as otherwise specifically defined elsewhere herein, all capitalized words, terms and phrases as used in this Second Amendment shall have the same meanings as respectively ascribed to them in the Agreement.

RECITALS:

The City and Contractor each acknowledge that a the requirement for the monetary amount of the Performance Bond was inordinately high for the City's needs and that the parties now wish to amend the Agreement by this Second Amendment in order to revise the undertakings and agreements of the parties to account for such inordinate requirement.

NOW, THEREFORE, in consideration of the undertakings and agreements by the City and the Contractor as parties to the Agreement, including those as contained in this Second Amendment to the Agreement, the City and the Contractor do mutually covenant and agree to supplement and amend the Agreement to provide as follows:

Article 13: PERFORMANCE BOND

Contractor shall furnish an acceptable Performance Bond not later than ten (10) working days following the execution of this Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the penal sum of Twenty-five Thousand (\$25,000) Dollars, subject to annual renewal by Continuation Certificate, and subject to thirty (30) days written notice by certified mail to the City by the surety company of any decision not to issue a Continuation Certificate. Said bond shall indemnify the City against any loss resulting from any breach or failure of performance by Contractor.

Ratification of Agreement. Except as expressly supplemented and amended as provided of this Second Amendment above, all other provisions of the Agreement are hereby ratified, confirmed and approved by both the City and the Contractor.

IN WITNESS WHEREOF, each of the parties hereto have executed or caused this Second Amendment to be executed by proper officers duly authorized to execute the same as of the dates set forth below.

CITY OF FARMER CITY, ILLINOIS

AREA DISPOSAL SERVICE, INC.

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Vice President – Sales, Strategic  
Operations and Special Projects

Attest:

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Municipal Marketing Manager

# SCHOMBURG & SCHOMBURG CONSTRUCTION GENERAL CONTRACTORS, INC.

Commercial • Industrial • Millwright

PO Box 711  
Danville, Illinois 61834-0711  
(217) 442-3081

TO: City of Farmer City  
Attn. Accounts Payable Dept.  
105 South Main Street  
Farmer City, IL. 61842

Invoice # 31912  
DATE: 5/31/2019  
TERMS: Net 30 Days

DESCRIPTION	PRICE
Schomburg Job: 19-4-128	
Partial Billing - Pay Application #1	
Project: I-74 Water & Wastewater Improvements	
Contract Sum	717,988.40 748,199.25
Amount Completed	147,028.90 147,239.81
Less 10% Retainage	(14,723.98) (14,723.98)
Less Previous Billings	0.00 0.00
Amount Due	132,326.52 132,545.83
Balance to Finish	585,662.74 585,683.42

THANK YOU

# Contractor's Application For Payment No. 1

<b>Application Period:</b> May 7, 2019 ( thru May 31, 2019	<b>Application Date:</b> May 31, 2019
<b>To (Owner):</b> City of Farmer City 105 South Main Street Farmer City, IL 61842	<b>Via (Engineer)</b> Maurer-Stutz 3116 North Dries Lane, Suite 100 Peoria, IL 61604
<b>Project:</b> Farmer City I-74 Water & Wastewater Improvements	<b>Engineer's Project No.:</b> 23418905.08

### Application for Payment

#### Change Order Summary

Approved Change Orders	Additions	Deductions
CO #1 12" Valve	10,897.03	
CO #2 Line Stop	4,796.15	
<b>TOTALS</b>	<b>15,693.18</b>	
<b>NET CHANGE BY CHANGE ORDERS</b>	<b>15,693.18</b>	<b>15,693.18</b>

1. ORIGINAL CONTRACT PRICE ..... \$ 702,506.07
2. Net change by Change Order ..... \$ 15,693.18
3. CURRENT CONTRACT PRICE (Line 1 ± 2) ..... \$ 717,988.40
4. TOTAL COMPLETED AND STORED TO DATE (On Progress Estimate) ..... \$ 147,018.96
5. RETAINAGE:
  - a. 10 % x \$ 147,239.81 Work Completed ..... \$ 14,723.98
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) ..... \$ 132,294.42
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) ..... \$ 0.00
8. AMOUNT DUE THIS APPLICATION ..... \$ 122,324.06

### Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By recommending payment, Engineer will not thereby be deemed to have represented that: 1) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents, or 2) that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor

Payment of	\$	132,324.06	132,515.83
(Line 8 or other - attach explanation of other amount)			
is recommended by:		Maurer-Stutz, Inc.	6-11-19
		(Engineer)	(Date)
Payment of	\$	132,324.06	132,515.83
(Line 8 or other - attach explanation of other amount)			
is approved by:			
		(Owner)	(Date)
Payment of	\$	132,324.06	132,515.83
(Line 8 or other - attach explanation of other amount)			
is approved by:			
		Funding Agency (if applicable)	(Date)

By Julie Buesing Date: 5/31/2019

Julie Buesing

**RESOLUTION 2019-34**

**RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR  
FIREWORKS**

WHEREAS, the Farmer City Raceway has regularly scheduled events for the evening of Friday, June 28, 2019 which includes fireworks; and

WHEREAS, all citizens of the City of Farmer City will be guests to the Farmer City Raceway after dark with proper ID; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY FARMER CITY, DEWITT COUNTY, ILLINOIS THAT:

FIRST: that the City of Farmer City approves the expenditure up to \$3,000.00 from Fiscal Year 2019-2020 Approved Budget

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 17th DAY OF JUNE 2019

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Scott Testory, Mayor

\_\_\_\_\_  
Angie Wanserski, City Clerk